

ARTICLE 4

UNION SECURITY

SECTION 1. AGENCY SHOP.

- A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.
- B. Dues deduction. SEIU Local 517M shall provide to employing departments adequate supplies of both membership cards (see Appendix B-1) and representation service fee cards (see Appendix B-2) on an ongoing basis. The Appointing Authority shall provide instructions to designated management representatives at the work locations concerning distribution and collection of membership and representation service fee cards with other entry-on-duty paperwork. The instructions shall direct that signed cards returned to the designated representative be forwarded to the Union.

SEIU Local 517M shall be responsible for transmitting signed payroll deduction authorization cards for dues and representation service fees to the designated Appointing Authority representatives after receiving the cards from the designated management representatives at the work locations.

Upon receipt of a unit member's completed and signed authorization for payroll deductions of membership dues form as provided by the Union and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Union in good standing.

- C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the unit member's Appointing Authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.
 - 1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal income tax; State income tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.

2. Membership dues shall be uniform in amount, and shall be as certified in writing by the Union's Executive Vice President to the Employer.
- D. No unit member shall be required as a condition of continued employment with the State to join the Union.
- E. Service fee deduction. Any unit member who voluntarily terminates his/her membership in the Union, or a unit member who has not submitted a valid dues deduction authorization form, or who does not produce proof of Union membership shall, within sixty (60) days of the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender a service fee amount as described below, but not to exceed regular biweekly dues uniformly assessed against all members of the Union.
1. The service fee shall be the uniform membership dues reduced by any fees, charges, and/or assessments involving contributions for any political purposes whatsoever; and shall represent only the unit member's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance adjustment, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employee in dealing with the Employer on labor-management issues.
 2. The service fee obligation shall be fulfilled by the unit member signing, dating, and submitting to the Employer an authorization for service fee payroll deduction form as supplied by the Union.
 3. The payment of a service fee to the Union as a condition of continuing employment shall not take effect until the Union notifies the Employer of the amount of the service fee to be deducted.
- F. Compliance Procedure. The Employer shall automatically deduct from an employee's pay check and tender to the Union a service fee as provided in Section E after the following:
1. After thirty (30) days from date of the employee's hire, the Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.

2. Within ten (10) work days from the date the Union so notifies the Employer, the Employer shall:
 - a. Notify the employee of the provisions of this Agreement;
 - b. Obtain the employee's response; and
 - c. Notify the Union of the employee's response.
3. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization For Deduction Of Service Fee" card after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall, within five (5) week days, notify the employee, with a copy to the Union, that beginning the next pay period it will commence deduction of the service fee and tender same to the Union.

G. Revocation. Nothing in this Article shall prohibit a unit member from terminating any dues deduction authorization at any time. Such revocation shall not serve to waive the unit member's obligation to the Union as specified in Paragraph E of this Article.

H. Objection to amount of service fee.

A service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules For Impartial Determination Of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.

I. Remittance and Accounting. Dues and service fees deducted for any biweekly pay period shall be remitted to the Executive Vice President of the Union, with a list of the names of unit members for whom the deduction has been made. Upon written request, the Employer shall provide the Union a list of those unit members who have active dues deduction authorizations on file.

- J. During negotiations the parties acknowledged that Federal and constitutional law requirements regarding Union security provisions are unsettled. The parties understand and agree that the provisions set forth in Article 4 shall only be applied in accordance with applicable law.

SECTION 2. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.

The Employer shall provide the following information to the Union, including codes and definitions of codes, through whatever automated or other type of system currently in use.

- A. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, employee identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (Department/Agency).
- B. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, employee identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency), TKU, Union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, Unit code and hourly rate. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.
- C. Requests for information not provided in Sections A and B above shall be made by the Union to the Office of the State Employer. The Union will pay the full cost of all reports provided by the State pursuant to this Agreement.

SECTION 3. AID TO OTHER UNIONS.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization.

Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.